

Exhibit A

Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

BIG LOTS, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 24-11967 (JKS)

(Jointly Administrated)

Re: Docket No. [•]

**ORDER PURSUANT TO SECTIONS 363 AND 365 OF THE
BANKRUPTCY CODE AUTHORIZING THE DEBTORS-IN-
POSSESSION TO ASSUME, ASSIGN AND SELL
CERTAIN NON-RESIDENTIAL REAL PROPERTY LEASES**

Upon the Designation Notice (as defined herein) of Big Lots, Inc. and certain of its affiliates (collectively, the “**Debtors**”), each of which is a debtor and debtor in possession in the Chapter 11 Cases, for an order pursuant to sections 105, 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006 and 9014, and Local Rule 6004-1, and the Debtors having received a Notice of Designation of Designated Asset from Gordon Brothers Retail Partners, LLC (“**GBRP**”) in accordance with Section 2.05(b) of the APA² and Paragraph 43 of the Sale Order, with respect to certain unexpired leases of non-residential real property for the premises identified in **Exhibit A** hereto (the “**Leases**”); and the Debtors having filed and served a Designated 365

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers, are as follows: Great Basin, LLC (6158); Big Lots, Inc. (9097); Big Lots Management, LLC (7948); Consolidated Property Holdings, LLC (0984); Broyhill LLC (7868); Big Lots Stores - PNS, LLC (5262); Big Lots Stores, LLC (6811); BLBO Tenant, LLC (0552); Big Lots Stores - CSR, LLC (6182); CSC Distribution LLC (8785); Closeout Distribution, LLC (0309); Durant DC, LLC (2033); AVDC, LLC (3400); GAFDC LLC (8673); PAFDC LLC (2377); WAFDC, LLC (6163); INFDC, LLC (2820); Big Lots eCommerce LLC (9612); and Big Lots F&S, LLC (3277). The address of the debtors’ corporate headquarters is 4900 E. Dublin-Granville Road, Columbus, OH 43081.

² Capitalized terms used herein and not otherwise defines shall have the meanings ascribed thereto in the Court’s *Order (I) Approving the Asset Purchase Agreement, (II) Authorizing and Approving the Sale of Certain of the Debtors’ Assets Free and Clear of All Claims, Liens, Rights, Interests, Encumbrances, and Other Assumed Liabilities and Permitted Encumbrances, (III) Authorizing and Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief* [D.I. 1556] (the “**Sale Order**”).

Contract Notice (the “**Designation Notice**”) seeking, *inter alia*, (i) to assume and assign the Leases to Variety Stores, LLC (hereinafter, “**Variety**”); and (ii) such additional and related relief as provided by the Sale Order; and the Court having determined that the legal and factual bases for the relief requested herein establish just cause for the relief granted herein; and after due deliberation and good and sufficient cause appearing therefor;

NOW, THEREFORE, the Court hereby finds as follows:

A. After good and sufficient notice of the Designation Notice having been provided in accordance with the Designation Rights Procedures, and a reasonable opportunity to object or be heard regarding the proposed assumption and assignment of the Leases has been afforded to each applicable 365 Counterparty (each, a “**Landlord**”) in accordance with the Designation Rights Procedures.

B. The assumption, assignment and sale of the Leases to Variety, pursuant to Sections 363 and 365 of the Bankruptcy Code is in the best interests of the Debtors, their estates and their creditors, and is consistent with the terms of the APA and Sale Order, respectively.

C. Pursuant to Sections 365(b)(1)(C), 365(f)(2)(B) and 365(b)(3) of the Bankruptcy Code, to the extent required under the Sale Order, Variety has provided adequate assurance of future performance under the Leases.

D. The assumption and assignment of the Leases to Variety is in compliance with Section 365(b)(3) of the Bankruptcy Code.

E. The Assumption and Assignment Agreement, a form of which is attached hereto as **Exhibit B** (the “**Assignment Agreement**”), between and among the Debtors and Variety was negotiated and entered into in good faith, and from arm’s length bargaining positions. Variety is

hereby found to be a good faith purchaser of the Leases and is found to be entitled to the protections of a good faith purchaser under Section 363(m) of the Bankruptcy Code.

ACCORDINGLY, IT IS HEREBY ORDERED THAT

1. Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, the applicable Debtor is hereby authorized to assume, sell and assign to Variety each Lease, pursuant to the terms and provisions of this Order, the APA, the Sale Order, and the Assignment Agreement, all of the terms of which are hereby approved.

2. In accordance with Section 363 of the Bankruptcy Code, effective as of the occurrence of a closing of the assignment of the Leases under the Assignment Agreement (such date being hereinafter defined as the “**Closing Date**”), each Lease shall be transferred free and clear of any leasehold mortgages, subleases, licenses, holdover rights under applicable bankruptcy and non-bankruptcy law and rules, claims, liens, interests, mechanics liens, bills, any rights under Section 365(h) of the Bankruptcy Code, and other rights and encumbrances.

3. Upon the entry of this Order and the occurrence of the Closing Date, Variety shall be deemed to have assumed and succeeded to the entirety of the Debtors’ rights and obligations in and to the Leases which are due and owing from and after the Closing Date and shall have the rights of the tenant thereunder.

4. Upon entry of this Order and the occurrence of the Closing Date, Variety is a good faith purchaser and shall be entitled to the protections of Bankruptcy Code Section 363(m).

5. Pursuant to Section 365(b)(1) of the Bankruptcy Code, to the extent a Cure Cost is owed to any Landlord, the Cure Cost shall be promptly paid by GBRP. Any objection of any Landlord to the assumption or assignment or transfer of any Lease, any Cure Cost, or seeking further adequate assurance of future performance other than that provided in the Assignment

Agreement, to the extent not otherwise resolved by agreement, or by agreement contemplated to be heard after the date of any hearing to be held in connection with the Designation Notice, or disposed of by separate order of this Court, is hereby overruled. There shall be no accelerations, assignment fees, increases, or any other fees charged to GBRP, Variety, or the Debtors as a result of the assumption and assignment of the Leases. Upon remittance of the Cure Costs by GBRP to each Landlord pursuant to the terms of this Order, such Landlord shall be barred from asserting any additional cure amounts or other claims with respect to the applicable Lease. For the avoidance of doubt, such Landlord shall be forever (i) barred from objecting to the applicable Cure Cost and from asserting any additional cure or other amounts with respect to the applicable Lease, and the Debtors, GBRP and Variety shall be entitled to rely solely upon the Cure Cost set forth above and (ii) barred, estopped, and permanently enjoined from asserting or claiming against the Debtors, GBRP or Variety, or their respective property that any additional amounts are due or other defaults exist, that conditions to assignment must be satisfied under the applicable Lease, or that there is any objection or defense to the assumption or assumption and assignment of the applicable Lease. On and after the Closing Date, Variety shall be responsible for paying (and shall be entitled to receive any credits for) all amounts outstanding under each Lease due on or after the Closing Date.

6. The proceeds of the Lease Sale shall be payable to GBRP in accordance with the Assignment Agreement, APA and Sale Order, respectively.

7. All personal property and furniture, fixtures and equipment (“FF&E”) remaining in the store subject to any Lease on or after the Closing Date shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as of the Closing Date. Variety may, in its sole discretion and without further order of this Court, utilize and/or dispose of such property without notice or liability to the Debtors or any consenting third parties and, to the extent applicable, the automatic

stay is modified to allow such disposition; provided, that the Debtors shall not sell or abandon any property that the Debtors know is not owned by the Debtors; provided, further, that that the Debtors will either (a) provide for the return of such property to the Headquarters (as defined below) or (b) return such property to the applicable lessor, or other owner of the property; provided, however, that the Debtors are not aware of any other parties with interests in the FF&E; provided, further, however, that the Debtors may abandon property owned by the Landlord at the applicable Store.

8. Any party which did not object within the time set forth in the notice thereof is deemed to consent to the Debtors' assumption and assignment of the Leases, and the satisfaction of the requirements of Section 365 of the Bankruptcy Code. Upon the sale and assignment of the Leases, payment of the Cure Costs and the transfer of the furniture, fixtures and equipment referenced immediately above, as applicable, shall relieve the Debtors from any further liability pursuant to Section 365(k) of the Bankruptcy Code.

9. Solely with respect to the transactions contemplated by this Order and the Assignment Agreement, and except as otherwise agreed between the Landlord and Variety, nothing in this Order shall be deemed to annul or vary any provision of the Leases *other than* the following provisions (the "**Unenforceable Provisions**"):

- a. a provision prohibiting Variety's intended use of the premises;
- b. a provision unreasonably prohibiting necessary alterations to the premises or signage required to convert the premises to Variety's intended use; provided such alterations are deemed necessary by Variety to conform such store consistent with Variety's intended use of the premises;
- c. a provision commonly referred to as a "going dark" or "continuous operations" provision, providing in substance for a forfeiture of the Leases or an increase

in rent or other penalty by reason of the Debtors' cessation of retail operations before the assignment, and/or any delay by Variety in reestablishing retail operations after the assignment, to the extent any such provision does not permit Variety to "go dark" until the later of: (i) one hundred twenty (120) days after the Closing Date of the assignment of the Leases, or (ii) such later time, when the particular facts and circumstances of a given store warrant additional time, which circumstances shall include, without limitation, the age and condition of the shopping center, the ability to obtain any permits and documents necessary to complete construction, the location of the premises in the shopping center, the shape of the premises to be assigned, the demographics of the shopping center's location and the overall quality of the shopping center and its existing tenants;

d. a provision conditioning assignment on Landlord consent, or requiring payment to the Landlord as the price of assignment, or granting Landlord the right to recapture the leased premises following the assignment;

e. a provision effecting forfeiture or a modification of any of Variety's rights or obligations presently in effect under the Leases upon an assignment by the Debtors of the Leases;

f. a provision conditioning the Debtors' ability to assign their leasehold rights upon any terms not otherwise required under the Bankruptcy Code;

g. a provision restricting Variety's ability to place reasonable signage on the premises; provided, that such signage is deemed necessary by Variety to conform such store with Variety's intended use of the premises;

h. a provision requiring the use of a certain tradename; and

i. a provision regarding minimum sales revenues required to be satisfied at the premises covered by the Leases.

10. Solely with respect to the transactions contemplated by this Order, the Sale Order, and the Assignment Agreement, none of the Unenforceable Provisions shall apply to Variety in any respect and, without limiting the generality of the foregoing, no violation by the Debtors or Variety of the Unenforceable Provisions shall constitute an event of default under any of the Leases.

11. Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d), this Order shall not be stayed for fourteen (14) days after its entry and shall be effective immediately upon entry, and the Debtors and Variety are authorized to close the sale of the Leases set forth in the Assignment Agreement immediately upon entry of this Order. Time is of the essence in closing the Lease sale transaction referenced herein, and the Debtors and Variety intend to close the Lease sale transaction as soon as practicable. This Order is a final order and the period in which an appeal must be filed shall commence upon the entry of this Order.

12. Upon entry of this Order, this Order and the findings hereunder shall be binding upon all parties to the Leases and the Assignment Agreement.

13. Upon the entry of this Order and the occurrence of the Closing Date, each Landlord shall accept and honor the assignment of the Leases to Variety.

14. Each Landlord shall cooperate and expeditiously execute and deliver, within ten (10) days of any reasonable requests of Variety and at no cost to the Landlord, any instruments, applications, consents or other documents which may be required by any public or quasi-public authority or other party or entity, for the purpose of obtaining any permits, approvals or other

necessary documents required for the alteration, opening and operating of the properties as contemplated under the Assignment Agreement.

15. Notwithstanding anything to the contrary in this Order, the Assignment Agreement or any side letters, none of the Debtors' insurance policies (and/or any agreements related thereto between any of the Debtors, on the one hand, and the applicable insurer(s) and/or third-party administrators, on the other hand) shall be abandoned, sold, assigned, or otherwise transferred without the express prior written consent of the Variety and applicable insurer and/or third-party administrator.

16. This Court shall retain jurisdiction (i) to construe and determine any disputes under this Order, (ii) to enforce and implement the terms and provisions of the Assignment Agreement, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith, and (iii) to resolve any disputes arising under or related to the Lease sales (but all Landlord/tenant disputes arising subsequent to the Closing Date which do not involve the Lease sales, this Order or the Debtors shall not be subject to the jurisdiction of this Court).

17. The Debtors and Variety are hereby authorized and directed to execute and deliver any and all documents, and to do all things reasonably necessary, to effectuate the purposes of this Order, to transfer the Debtors' interests in and to the Leases, in accordance with the terms of the Assignment Agreement, and to carry out the terms and conditions of the Assignment Agreement.

18. Variety is not a successor in interest to the Debtors (other than with respect to the Debtors' rights and obligations under each Lease first accruing after Variety takes assignment thereunder as provided for under the Assignment Agreement), or their bankruptcy estates as a result of Variety taking title or possession of each Lease and the subject premises, and Variety is

not assuming any liabilities or obligations of the Debtors or their bankruptcy estates, except as may be specifically provided for in the Assignment Agreement.

19. This Order shall be effective and enforceable after its entry as provided by Bankruptcy Rule 7062.

20. Any remaining objections to the assignment of the Leases that have not been withdrawn, waived, adjourned, or settled, and all reservations of rights included in such objections, are overruled in all respects and denied.

21. Any provision in the Leases regarding percentage rent to the extent of Debtors' sales prior to the Closing Date shall not be imputed against Variety, provided that Variety shall be liable for percentage rent for the prorated portion of calendar year 2025 remaining after the Closing Date for a partial calendar year as if the term began on the Closing Date (and Variety shall not be liable to pay any percentage rent based upon sales that occurred prior to the Closing Date) and no percentage rent is due and owing by Variety for the period prior to the Closing Date.

22. To the extent there is any inconsistency between the terms of this Order and the terms of the Assignment Agreement (including all ancillary documents executed in connection therewith), the terms of this Order shall govern.

23. To the extent that Variety and Landlord enter into a side letter with respect to any Lease, such side letter shall govern with respect to rights and obligations of Variety and Landlord. For the avoidance of doubt, no side letter shall modify the rights and obligations of any third party without such third party's consent.

24. The failure to specifically include any particular provision of the Assignment Agreement or other related documents in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Assignment Agreement and all other

related documents be authorized and approved in their entirety pursuant to this Order.

25. The Assignment Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto and in accordance with the terms thereof, without further order of this Court, provided that any such modification, amendment, or supplement is consistent with this Order and does not have any adverse effect on the Debtors' estates; provided, further, that the Debtors shall provide any such modification, amendment, or supplement to the Landlord and the Official Committee of Unsecured Creditors appointed in these Chapter 11 Cases no less than one (1) day prior to execution of such modification, amendment, or supplement; provided, further, that after the occurrence of the Closing Date, the final versions of the Assignment Agreement any related agreements, documents or other instruments (as modified, amended or supplemented) shall be filed with the Court.

26. This Order shall be deemed to constitute a separate order with respect to each Lease. Any stay of this Order pending appeal by any party objecting to any of the relief granted in this Order shall stay this Order only with respect to the particular Lease(s) that are the subject of such objection(s) and/or such appeal, and shall not stay this Order with respect to any other Leases, and/or any other relief granted in this Order.

EXHIBIT A

Designated Leases

#	Store #	Store Address	Debtor Entity	Landlord Entity	Landlord Address	Landlord Counsel Email Address(es)	Cure
1	64	127 COMMERCE AVE LAGRANGE, GA	Big Lots Stores, LLC	Gg Lagrange, LLC	1501 JOHNSON FERRY ROAD, SUITE 125, MARIETTA, GA, 30062	–	\$2,259
2	82	1350 STAFFORD DR PRINCETON, WV	Big Lots Stores, LLC	Founder, Inc.	C/O JOBEL MANAGEMENT CORP., 900 ROUTE 9 - 6TH FLOOR, WOODBRIDGE, NJ, 07095-0000	–	\$0
3	98	498 CADIZ RD WINTERSVILLE, OH	Big Lots Stores- CSR, LLC	D&L Ferguson Rentals, LLC	110 MAIN STREET, WINTERSVILLE, OH, 43953-3734	–	\$0
4	135	200 SYCAMORE ST STE 151 ELIZABETHTOWN, KY	Big Lots Stores, LLC	Plaza Shopping Centers	C/O HOUCHENS PROPERTIES, P.O. BOX 90009, BOWLING GREEN, KY, 42102-9009	–	\$3,222
5	157	2611 ELLWOOD RD NEW CASTLE, PA	Big Lots Stores, LLC	Byzantine, Inc.	192 OAKVILLE ROAD, BEAVER FALLS, PA, 15010	Keri P. Ebeck, kebeck@bernsteinlaw.com	\$0
6	204	3110 E OAKLAND AVE JOHNSON CITY, TN	Big Lots Stores, LLC	Don R. Ershig, DBA Ken's Plaza	C/O ERSHIG PROPERTIES, P.O. BOX 1127, HENDERSON, KY, 42419-1127	–	\$0
7	219	1013 OLD HIGHWAY 52 MONCKS CORNER, SC	Big Lots Stores, LLC	Moncks Corner Center, LLC	C/O GARRETT AND GARRETT, P. O. DRAWER 36, FOUNTAIN INN, SC, 29644	–	\$0
8	221	264 E BROADWAY BLVD JEFFERSON CITY, TN	Big Lots Stores, LLC	College Square Associates LLC	737 WEST CHESTER PIKE, SUITE 5, HAVERTOWN, PA, 19083	Garrett P. Swartwood, gswartwood@lrwlaw.com	\$0
9	224	1504 N BRIDGE ST ELKIN, NC	Big Lots Stores, LLC	Elkin Village Partners, LLC	2326 N NC 16 BUSINESS HWY, DENVER, NC, 28037-8353	–	\$2,267
10	244	9025 OHIO RIVER RD WHEELERSBURG, OH	Big Lots Stores- CSR, LLC	Ershig Properties, Inc.	1800 N. ELM STREET, HENDERSON, KY, 42420	–	\$0
11	246	104 THOMPSON DR BRIDGEPORT, WV	Big Lots Stores, LLC	Jara Group LP	C/O WEST PLACE REAL ESTATE SERVICES, LLC, 166 WEST CHESTNUT STREET, WASHINGTON, PA, 15301	–	\$549

#	Store #	Store Address	Debtor Entity	Landlord Entity	Landlord Address	Landlord Counsel Email Address(es)	Cure
12	292	1301 S JAMES CAMPBELL BLVD COLUMBIA, TN	Big Lots Stores, LLC	Edmund Terry	dba WORLDWIDE PROPERTIES USA,, 211 ALEXANDER PALM ROAD, BOCA RATON, FL, 33432-7908	–	\$5,363
13	297	472 EASTERN BYP RICHMOND, KY	Big Lots Stores, LLC	Hager Cabinets	474 EASTERN BYPASS, ATTN: LINDA HAGER PACK, RICHMOND, KY, 40475	–	\$4,028
14	310	1041 S RIVERSIDE DR CLARKSVILLE, TN	Big Lots Stores, LLC	Clarksville Square LLC	C/O REAL ESTATE SOUTHEAST LLC , P.O. BOX 681955, PRATTVILLE, AL, 36068	–	\$4,170
15	348	180 KENTS RIDGE RD RICHLANDS, VA	Big Lots Stores, LLC	AR Brickyard LLC	11155 RED RUN BLVD STE 320, OWINGS MILLS, MD, 21117-9502	–	\$0
16	358	3791 S COBB DR SE STE G SMYRNA, GA	Big Lots Stores, LLC	Newburger-Andes	201 ALLEN RD, SUITE 300, ATLANTA, GA, 30328	–	\$4,069
17	375	1619 TOWN SQ SW CULLMAN, AL	Big Lots Stores, LLC	Town Square L.P.	C/O JASON GRIMMETT - REAL ESTATE, 1630 TOWN SQUARE, P.O. BOX 996, CULLMAN, AL, 35056-0996	–	\$2,551
18	396	697 ALLEGHENY BLVD FRANKLIN, PA	Big Lots Stores, LLC	Amicre, LLC	950 FOREST AVE, LAKEWOOD, NJ, 8701	–	\$0
19	454	3946 W ALEXIS RD TOLEDO, OH	Big Lots Stores-CSR, LLC	Lindsey Properties, LLC	P.O. BOX 252451, ATTENTION: MR. MIKE YONO, WEST BLOOMFIELD, MI, 48325	–	\$0
20	462	4825 N BROADWAY ST KNOXVILLE, TN	Big Lots Stores, LLC	Broadway Square Company	132 SHERLAKE LN, KNOXVILLE, TN, 37922-2307	–	\$0
21	463	2646 GREENSBORO RD MARTINSVILLE, VA	Big Lots Stores, LLC	C & F Land Co.	C/O NEW LINK MANAGEMENT GROUP, P.O. BOX 17710, RICHMOND, VA, 23226	–	\$0
22	494	467 W PENN AVE CLEONA, PA	Big Lots Stores, LLC	VH Cleona, LLP	C/O VASTGOOD PROPERTIES, LLC, 44 SOUTH BAYLES AVENUE SUITE 210, PORT	–	\$0

#	Store #	Store Address	Debtor Entity	Landlord Entity	Landlord Address	Landlord Counsel Email Address(es)	Cure
					WASHINGTON, NY, 11050		
23	516	146 SE US HIGHWAY 19 CRYSTAL RIVER, FL	Big Lots Stores, LLC	Southeast Partners	C/O AFI MANAGEMENT, 2422 HAMBURG TURNPIKE, WAYNE, NJ, 7470	–	\$0
24	559	13970 N CLEVELAND AVE NORTH FORT MYERS, FL	Big Lots Stores, LLC	B&B Cash Grocery Stores Inc	, PO BOX 1808, TAMPA, FL, 33601 1808	–	\$0
25	563	122 S NOVA RD ORMOND BEACH, FL	Big Lots Stores, LLC	Lincoln Bancorp LLC	C/O BISHOP BEALE DUNCAN , 250 N ORANGE AVE., SUITE 1500, ORLANDO, FL, 32801	–	\$0
26	603	4600 MAIN ST STE 1 SHALLOTTE, NC	Big Lots Stores, LLC	Pathfinder Twin Creek, L.L.C.	C/O VITA & VITA REALTY CORP, 277 Fairfield Road, Ste 205, Fairfield, NJ, 07004-1994	–	\$0
27	604	526c US HIGHWAY 70 SW HICKORY, NC	Big Lots Stores, LLC	Hickory Sap LLC	C/O METCAP MANAGEMENT, LLC, P O BOX 11908, CHARLOTTE , NC, 28220	–	\$0
28	801	820 WATER ST MEADVILLE, PA	Big Lots Stores, LLC	Five Trees Realty, Inc.	C/O GLOWACKI MANAGEMENT COMPANY, 3645 WEST LAKE ROAD, ERIE, PA, 16505	–	\$0
29	810	1971 S MILITARY HWY CHESAPEAKE, VA	Big Lots Stores, LLC	452 LLC	1128 INDEPENDENCE BLVD STE 200, VIRGINIA BEACH, VA, 23455-5555	–	\$0
30	837	291 MALL RD OAK HILL, WV	Big Lots Stores, LLC	Fayette Square Investors, LLC	C/O SAMCO PROPERTIES, INC, 455 FAIRWAY DRIVE, SUITE 301, DEERFIELD BEACH, FL, 33441	–	\$4,296

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31	843	1000 N PINE ST SPARTANBURG, SC	Big Lots Stores, LLC	Baker & Baker Real Estate	DEVELOPERS, LLC, 1400 PICKENS STREET, 5TH FLOOR (29201), COLUMBIA, SC, 29211- 2397	–	\$0
32	1006	1370 S KINGS HWY MYRTLE BEACH, SC	Big Lots Stores, LLC	Club Forest Grand Strand, LLC	C/O RELIANCE REALTY ADVISORS, P.O. BOX 699, FOUNTAIN INN, SC, 29644-0699	–	\$19,580
33	1016	2140 WHITE ST YORK, PA	Big Lots Stores, LLC	Carlisle Commerce Center, Ltd.	C/O POMEGRANATE REAL ESTATE, 33 ROCK HILL RD., STE 350, BALA CYNWYD, PA, 19004	–	\$732
34	1055	12588 ROCKSIDE RD CLEVELAND, OH	Big Lots Stores- CSR, LLC	G.G. Garfield Commons 2012 LP	C/O GLIMCHER GROUP INC., 500 GRANT STREET, STE 2000, PITTSBURGH, PA, 15219	–	\$6,004
35	1078	220 DICKSON PLAZA DR DICKSON, TN	Big Lots Stores, LLC	James A. Craig & Rebecca W. Craig	4031 ASPEN GROVE DRIVE SUITE 300, FRANKLIN, TN, 37067	–	\$0
36	1093	3111 HIGHWAY 278 NW COVINGTON, GA	Big Lots Stores, LLC	Halpern Enterprises, Inc.	5200 ROSWELL ROAD, ATLANTA, GA, 30342	–	\$4,395
37	1094	294 VILLAGE LN HAZARD, KY	Big Lots Stores, LLC	DRINKRH	P.O. BOX 996, CULLMAN, AL, 35056-0996	–	\$4,567
38	1096	339 BYPASS 72 NW GREENWOOD, SC	Big Lots Stores, LLC	Stockman Lands Inc	1142 REYNOLDS AVE, GREENWOOD, SC, 29649-2736	–	\$3,305
39	1141	2431 COLUMBIA BLVD BLOOMSBURG, PA	Big Lots Stores, LLC	Canadian Four State Holdings Ltd.	1000 SHERBROOKE STREET WEST, SUITE 900, MONTREAL QUEBEC, , H3A 3G4	Brian Morgan, brian.morgan@faegredrinker.com	\$0
40	1166	1010 ONEILL HWY DUNMORE, PA	Big Lots Stores, LLC	Formanco Vastgood Dunmore LLC	C/O FORMAN REALTY MANAGEMENT LLC, 1051 PORT WASHINGTON BLVD #510, PORT WASHINGTON, NY, 11050	–	\$3,317
41	1173	1241 BLAKESLEE BOULEVARD DR E LEHIGHTON, PA	Big Lots Stores, LLC	Carbon Plaza Shopping Center, LLC	1250 ROUTE 28 STE 101, BRANCBURG, NJ, 08876-3389	santonelli@larken.net	\$3,329

#	Store #	Store Address	Debtor Entity	Landlord Entity	Landlord Address	Landlord Counsel Email Address(es)	Cure
42	1178	9221 TWO NOTCH RD STE 30 COLUMBIA, SC	Big Lots Stores, LLC	Columbia Northeast, LLC	C/O MALON D. MIMMS COMPANY, 85-A MILL STREET, SUITE 100, ROSWELL, GA, 30075	–	\$3,199
43	1190	260 MERCHANTS SQUARE DALLAS, GA	Big Lots Stores, LLC	Merchants Square Of Dallas, LLC	C/O SOLAR REALTY MANAGEMENT CO, 36 MAPLE PLACE, SUITE 303, MANHASSET, NY, 11030	–	\$3,349
44	1207	1110 JULIAN R ALLSBROOK HWY ROANOKE RAPIDS, NC	Big Lots Stores, LLC	L & R Real Estate LLC	30 HILLSDALE RD, EDISON, NJ, 08820-2534	–	\$2,776
45	1213	5778 HWY 80 E PEARL, MS	Big Lots Stores, LLC	Crossgates Shopping Center, LLC	ATTN: JOHN MICHAEL HOLTMANN, 300 CONCOURSE BLVD STE 105, RIDGELAND, MS, 39157-2091	–	\$3,227
46	1237	2605 W MAIN ST TUPELO, MS	Big Lots Stores, LLC	TMC LLC	210 E MAIN ST, TUPELO, MS, 38804-4031	–	\$3,869
47	1263	4522 ROBERT C BYRD DR BECKLEY, WV	Big Lots Stores, LLC	Raleigh Enterprises, LLC	C/O THE KROGER CO. ATTN: LAW DEPARTMENT - SMITH'S DIVISION, 1014 VINE STREET, CINCINNATI, OH, 45202	–	\$36,784
48	1288	6041 STATE ROUTE 30 STE 20 GREENSBURG, PA	Big Lots Stores, LLC	THF Greengate East Development, LP	C/O TKG MANAGEMENT, INC, 211 N. STADIUM BLVD., STE 201, COLUMBIA, MO, 65203- 1161	David P. Primack, dprimack@mgmlaw.com	\$0
49	1296	1328 CARTER ST MOUNT AIRY, NC	Big Lots Stores, LLC	Mt. Airy Prtnshp	P.O. BOX 1929, EASLEY, SC, 29641	–	\$3,522
50	1297	13 LESTER RD STE C STATESBORO, GA	Big Lots Stores, LLC	15 Hollingsworth St Realty Trust	240 JAMAICAWAY, JAMAICA PLAIN, MA, 02130-1738	–	\$0
51	1298	1714 PERRYVILLE RD STE 400 DANVILLE, KY	Big Lots Stores, LLC	Mcanly Commercial Properties	1000 LEXINGTON RD, SUITE 2, DANVILLE, KY, 40422	–	\$0
52	1365	273 FRANKLIN PLAZA DR FRANKLIN, NC	Big Lots Stores, LLC	Drake Rental	213 FRANKLIN PLAZA DR, FRANKLIN, NC, 28734	–	\$0

#	Store #	Store Address	Debtor Entity	Landlord Entity	Landlord Address	Landlord Counsel Email Address(es)	Cure
53	1376	7405 WESTBRANCH HWY LEWISBURG, PA	Big Lots Stores, LLC	Plaza 15 Realty LLC	ATTN: REAL ESTATE MANAGER, 1 HOSPITAL DRIVE, LEWISBURG, PA, 17837	–	\$3,472
54	1382	323 HABERSHAM VILLAGE CIR CORNELIA, GA	Big Lots Stores, LLC	Cornelia Retail I LLC	1003 ALPHARETTA ST STE 100, ROSWELL, GA, 30075	–	\$3,800
55	1385	1664 S MAIN ST STE B LAURINBURG, NC	Big Lots Stores, LLC	Guy Properties LLC	4401 E. INDEPENDENCE BLVD, SUITE 204, CHARLOTTE, NC, 28205	–	\$0
56	1389	710 HWY 17 S STE D NORTH MYRTLE BEACH, SC	Big Lots Stores, LLC	North Strand Associates LLC	ATTN: STEVEN VERSTANDIG, 11155 Red Run Blvd, Ste 320, Owings Mills , MD, 21117	–	\$0
57	1392	1150 CARLISLE ST HANOVER, PA	Big Lots Stores, LLC	WRD Hanover LP	C/O POMEGRANATE RE, 33 ROCK HILL RD., STE 350, BALA CYNWYD, PA, 19004	–	\$585
58	1401	1820 6TH AVE SE DECATUR, AL	Big Lots Stores, LLC	B&E Squared, LLC	C/O GATEWAY COMMERCIAL BROKERAGE INC, 300 MARKET STREET NE, STE 3, DECATUR, AL, 35601-7806	–	\$0
59	1413	3437 SIMPSON FERRY RD CAMP HILL, PA	Big Lots Stores, LLC	Equity Development Partners, LLC	C/O EDGAR COOMBS, 5060 RITTER RD STE A3, MECHANICSBURG, PA, 17055	–	\$0
60	1426	2444 PHILADELPHIA ST INDIANA, PA	Big Lots Stores, LLC	Indiana West Plaza LP	C/O MADISON ACQUISITIONS LLC, 4041 LIBERTY AVE, STE 201, PITTSBURGH, PA, 15224	–	\$0
61	1466	7100 SOUTH AVE YOUNGSTOWN, OH	Big Lots Stores-CSR, LLC	JLY Realty Co., LLC	90 FARMVIEW DRIVE, UNIONTOWN, PA, 15401	–	\$6,594
62	1478	11628 PENN HILLS DR PITTSBURGH, PA	Big Lots Stores, LLC	TBF Group Penn Hills LLC	175 GREAT NECK ROAD SUITE 201, GREAT NECK, NY, 11021-3351	–	\$0
63	1483	845 S MAIN ST LONDON, KY	Big Lots Stores, LLC	Carnaby Square Shopping Center	5710 WOOSTER PIKE STE 121, CINCINNATI, OH, 45227-4520	–	\$0

#	Store #	Store Address	Debtor Entity	Landlord Entity	Landlord Address	Landlord Counsel Email Address(es)	Cure
64	1494	1100 HWY 78 W JASPER, AL	Big Lots Stores, LLC	Kilgore Realty Company, Inc.	C/O DON KILGORE, 304 OAK HILL ROAD, JASPER, AL, 35504	–	\$0
65	1495	1342 INDIAN MOUND DR MOUNT STERLING, KY	Big Lots Stores, LLC	Dwight W. Broeman	C/O BROEMAN PROPERTY MANAGEMENT, 309 Artillery Park Drive, Fort Mitchell, KY, 41017-2798	–	\$0
66	1505	400 SILVER BRIDGE PLZ GALLIPOLIS, OH	Big Lots Stores- CSR, LLC	Silver Bridge LP	C/O MADISON ACQUISITIONS, LLC, 4041 LIBERTY AVENUE, STE 201, PITTSBURGH, PA, 15224-1459	–	\$0
67	1521	280 CONCORD PKWY N CONCORD, NC	Big Lots Stores, LLC	WC Properties LLC	150 WARREN C COLEMAN BLVD N, CONCORD, NC, 28027- 6786	–	\$0
68	1529	156 EAGLES GLEN PLZ STE 190 EAST STROUDSBURG, PA	Big Lots Stores, LLC	Eagle Valley Realty	490 NORTH MAIN ST STE 101, PITTSTON, PA, 18640-2100	–	\$46,618
69	1588	1206 HIGHWAY 9 BYPASS W LANCASTER, SC	Big Lots Stores, LLC	MDR Lancer LLC	3121 W LEIGH STREET, RICHMOND, VA, 23230- 4407	–	\$3,454
70	1601	5112 MILLER RD FLINT, MI	Big Lots Stores, LLC	The HLE Group LLC	C/O PRUDENTIAL REALTY COMPANY, 3700 SOUTH WATER ST, SUITE 100, PITTSBURGH, PA, 15203- 2366	–	\$2,438
71	1621	1176 RUSS AVE WAYNESVILLE, NC	Big Lots Stores, LLC	Russ Avenue Plaza LLC	PO BOX 6676, ASHEVILLE, NC, 28816- 6676	–	\$6,402
72	1690	1020 CROSSROADS DR STATESVILLE, NC	Big Lots Stores, LLC	Rcc Crossroads, LLC	C/O NEWLINK MANAGEMENT GROUP, PO BOX 17710, RICHMOND, VA, 23226- 7710	–	\$0
73	1705	6247 HIGHWAY 90 MILTON, FL	Big Lots Stores, LLC	Waterstone Southeast Spartan Portfolio, LLC	c/o Collett Management, LLC, PO Box 36799, Charlotte, NC, 28236	–	\$6,745
74	1715	2911 HERSHBERGER RD NW ROANOKE, VA	Big Lots Stores, LLC	Center-Roanoke Associates	1146 FREEPORT ROAD, PITTSBURGH, PA, 15238	–	\$0

#	Store #	Store Address	Debtor Entity	Landlord Entity	Landlord Address	Landlord Counsel Email Address(es)	Cure
75	1727	2531 EASTCHESTER DR HIGH POINT, NC	Big Lots Stores, LLC	Astro Realty LLC	625 SOUTH ELM STREET, GREENSBORO, NC, 27406-1327	–	\$0
76	1761	5522 SHAFFER RD UNIT 7 DU BOIS, PA	Big Lots Stores, LLC	Cgcmt 2006-C4 - 5522 Shaffer Rd LLC	C/O GREYSTONE SERVICING COMPANY LLC, 5221 N O'CONNOR BLVD SUITE 800 , IRVING , TX, 75039	–	\$0
77	1805	1432 E DIXIE DR ASHEBORO, NC	Big Lots Stores, LLC	Asheboro Marketplace, LLC	C/O MGMT-ETC, LLC, P.O. BOX 2456, TEATICKET, MA, 2536	–	\$0
78	1821	955 N WESLEYAN BLVD ROCKY MOUNT, NC	Big Lots Stores, LLC	TBF Group Sutters Creek, LLC	175 GREAT NECK RD STE 201, GREAT NECK, NY, 11021	–	\$0
79	1823	7651 23 MILE RD SHELBY TOWNSHIP, MI	Big Lots Stores, LLC	ATMF Ix, LLC	C/O M.D. GORGE & CO., 6905 TELEGRAPH ROAD, SUITE 220, BLOOMFIELD HILLS, MI, 48301	–	\$0
80	1846	1890 W MARKET ST suite #500 AKRON, OH	Big Lots Stores, LLC	Select Strategies-Brokerage, LLC	ATTN: GARRISON CENTRAL RETAIL-OH, 400 TECHNE CENTER DRIVE, SUITE 320, MILFORD, OH, 45150-3710	–	\$3,025
82	1857	3230 AUGUSTA RD WEST COLUMBIA, SC	Big Lots Stores, LLC	Woodberry Plaza, LLC	C/O MALON D. MIMMS COMPANY, 85-A MILL STREET, SUITE 100, ROSWELL, GA, 30075	–	\$4,359
83	1858	609 GREENVILLE BLVD SE GREENVILLE, NC	Big Lots Stores, LLC	Greenville Associates	C/O BILL LEVERTON, PROPERTY MANAGER, 4736 HIGH POINT ROAD, KERNERSVILLE, NC, 27284-9161	–	\$0
84	1877	118 HILLS PLZ CHARLESTON, WV	Big Lots Stores, LLC	Shores - White, LLC	P.O. Box 6767, CHARLESTON, WV, 25362	–	\$0
85	1892	1639 US HIGHWAY 74A BYP SPINDALE, NC	Big Lots Stores, LLC	Spindale Retail I LLC	C/O VANGUARD ASSOCIATES HOLDINGS LLC, 1003 ALPHARETTA ST STE 100, ROSWELL, GA, 30075	–	\$3,993

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86	1975	431 SAINT JAMES AVE UNIT G GOOSE CREEK, SC	Big Lots Stores, LLC	Gb Associates Limited Partnership	C/O BEATTY MANAGEMENT COMPANY, 6824 ELM STREET, SUITE 200, MCLEAN, VA, 22101	–	\$0
87	4226	755 VETERANS MEMORIAL BLVD METAIRIE, LA	Big Lots Stores- PNS, LLC	Wilshire Plaza Investors, LLC	C/O VICTORY REAL ESTATE INVESTMENTS, LLC, 240 BROOKSTONE CENTRE PARKWAY, COLUMBUS, GA, 31904	–	\$5,390
88	5093	4717 MCKNIGHT RD PITTSBURGH, PA	Big Lots Stores, LLC	McKnight Northland, LLC	C/O MCKNIGHT REALTY PARTNERS, 300 GRANT STREET SUITE 2500, PITTSBURGH, PA, 15219	–	\$6,156
89	5101	950 S CANNON BLVD STE A KANNAPOLIS, NC	Big Lots Stores, LLC	Peters Enterprises LLC	801 N MAIN ST STE C, HIGH POINT, NC, 27262- 3921	–	\$0
90	5123	6169 ST. ANDREWS RD. COLUMBIA, SC	Big Lots Stores, LLC	V&S Seven Oaks LLC	678 REISTERSTOWN ROAD, BALTIMORE, MD, 21208	–	\$0
91	5127	405 HOWE AVE. CUYAHOGA FALLS, OH	Closeout Distribution, Inc.	Cf Partners LLC	C/O REALTY RESOURCE CAPITAL CORP, 7600 JERICO TURNPIKE SUITE 402, WOODBURY, NY, 11797	–	\$6,413
92	5157	2950 S. HORNER BLVD. SANFORD, NC	Big Lots Stores, LLC	Trileto Sanford LLC	700 EXPOSITION PL STE 131, RALEIGH, NC, 27615-1561	–	\$0
93	5188	866 SCRANTON CARBONDALE HWY EYNON, PA	Big Lots Stores, LLC	Yada LLC	ATTN: JACOB WEINGARTEN, 8 TOLTCHAV WAY, UNIT 203, MONROE, NY, 10950-8589	–	\$0
94	5224	2900 ARENDELL ST STE 19 MOREHEAD CITY, NC	Big Lots Stores, LLC	Morehead Plaza, LLC	C/O INCOME PROPERTIES OF RALEIGH, INC, 1049 DRESSER CT, RALEIGH, NC, 27609	–	\$0

#	Store #	Store Address	Debtor Entity	Landlord Entity	Landlord Address	Landlord Counsel Email Address(es)	Cure
95	5229	4157 E. COURT STREET BURTON, MI	Big Lots Stores, LLC	Courtyard Acquisitions LLC	ATTN: TARIK Y. DINHA II, 18000 W 9 MILE RD STE 700, SOUTHFIELD, MI, 48075	–	\$0
96	5235	630 LAKESTONE COMMONS AVE FUQUAY VARINA, NC	Big Lots Stores, LLC	Agree Fuquay-Varina, LLC	32301 WOODWARD AVE , ATTN: DANIELLE SPEHAR, ROYAL OAK , MI, 48073	–	\$7,526
97	5240	5510 MCFARLAND BLVD NORTHPORT, AL	Big Lots Stores, LLC	Northport McFarland Associates, LLC	ATTN: KAREN PERROTTA, 3850 S UNIVERSITY DR UNIT 291327, DAVIE, FL, 33329	–	\$0
98	5247	1110 WESTERN BLVD JACKSONVILLE, NC	Big Lots Stores, LLC	Avery Retail Medium C LLC	1720 S ZAPATA HWY, LAREDO, TX, 78046-6155	Brian Moreno, bmoreno@laredohdc.com	\$0
99	5255	744 NASHVILLE PIKE GALLATIN, TN	Big Lots Stores, LLC	JHR Sumner Place Shopping Center, LLC	C/O BROOKSIDE PROPERTIES, INC, 2002 RICHARD JONES RD. SUITE 200-C, NASHVILLE, TN, 37215	tim@rashtiandmitchell.com	\$8,950
100	5280	130 WEAVER BLVD WEAVERVILLE, NC	Big Lots Stores, LLC	ECA Buligo Weaverville Partners LP	13041 W LINEBAUGH AVE, TAMPA, FL, 33626-4484	–	\$4,484
101	5298	426 EAST WATERLOO RD AKRON, OH	Big Lots Stores-CSR, LLC	South Plaza Associates, LLC	C/O LEVEY & COMPANY, 1585 FREDERICK BLVD, AKRON, OH, 44320	–	\$5,842
102	5310	3915 RAMSEY STREET FAYETTEVILLE, NC	Big Lots Stores, LLC	RSH, LLC	C/O BLS HOLDINGS GROUP, LLC, 3638 WALTON WAY EXTENSION, SUITE 201, AUGUSTA, GA, 30909	–	\$0
103	5311	376 WEST PLAZA DRIVE MOORESVILLE, NC	Big Lots Stores, LLC	Unison Mooresville, LLC	C/O COLLETT MANAGEMENT, LLC, 1111 METROPOLITAN AVENUE SUITE 700, CHARLOTTE, NC, 28204	Bradshaw Rost, brost@tspclaw.com	\$5,998
104	5324	6300 E LIVINGSTON AVE REYNOLDSBURG, OH	Big Lots Stores-CSR, LLC	Up In The Air LLC	585 SOUTH FRONT STREET STE 200, COLUMBUS, OH, 43215-5694	–	\$0

#	Store #	Store Address	Debtor Entity	Landlord Entity	Landlord Address	Landlord Counsel Email Address(es)	Cure
105	5328	403 N GENERALS BLVD LINCOLNTON, NC	Big Lots Stores, LLC	Archer Central Building LLC	5277 TRILLIUM BLVD, HOFFMAN ESTATES, IL, 60192-3602	–	\$0
106	5335	4300 PORTSMOUTH BLVD CHESAPEAKE, VA	Big Lots Stores, LLC	KM Of Chesapeake, Virginia, L.P.	91-31 QUEENS BLVD, SUITE 512, ELMHURST, NY, 11373	Max J. Newman, newman@butzel.com	\$4,842
107	5338	1800 E STATE ST FREMONT, OH	Big Lots Stores-CSR, LLC	HYG Fremont LLC	PO BOX 9646, COLUMBUS, OH, 43209-0646	–	\$0
108	5340	3640 WERK RD. CINCINNATI, OH	Big Lots Stores-CSR, LLC	CMPC LLC	1460 WALDEN AVE, LAKEWOOD, NJ, 08701-1547	–	\$5,452
109	5368	6610 MOORETOWN RD WILLIAMSBURG, VA	Big Lots Stores, LLC	Fruitland Plaza, LLC	C/O SVN MILLER COMMERCIAL REAL ESTATE, 206 E MAIN ST, SALISBURY , MD, 21801	–	\$0
110	5375	110 E NORTHSIDE DR VALDOSTA, GA	Big Lots Stores, LLC	Budd Family LP	2907 N PATTERSON ST, VALDOSTA, GA, 31602-4125	–	\$0
111	5376	102 N 12TH ST MIDDLESBORO, KY	Big Lots Stores, LLC	K-Va-T Food Stores Inc	PO BOX 1158, ABINGTON, VA, 24212-1158	–	\$3,838
112	5384	10001 HULL STREET RD NORTH CHESTERFIELD, VA	Big Lots Stores, LLC	Mosaic Oxbridge Owner, LLC	C/O MFI, INC., 2800 QUARRY LAKE DRIVE, SUITE 340, BALTIMORE, MD, 21209	–	\$4,731
113	5412	2050 E DOROTHY LN KETTERING, OH	Big Lots Stores-CSR, LLC	Cuyahoga Investments, LLC	40 NORTH MAIN STREET, SUITE 1700, DAYTON, OH, 45423	–	\$0
114	5417	558 BATTLEFIELD PKWY FORT OGLETHORPE, GA	Big Lots Stores, LLC	Fort Oglethorpe Market Place, LLC	C/O MIMMS ENTERPRISES, 780 OLD ROSWELL PLACE, STE 100, ROSWELL, GA, 30075	–	\$5,722
115	5426	1090 BYPASS RD VINTON, VA	Big Lots Stores, LLC	River Park Properties LLC	PO BOX 450, FINCASTLE, VA, 24090-0450	–	\$2,645
116	5438	10611 COURTHOUSE RD FREDERICKSBURG, VA	Big Lots Stores, LLC	Breezewood Shopping Center, Inc.	PO BOX 5160, C/O THALHIMER, GLENN ALLEN, VA, 23058-5160	Christopher Scot Chipman, csc@comptonduilng.com; cshipman@gmail.com	\$5,825

#	Store #	Store Address	Debtor Entity	Landlord Entity	Landlord Address	Landlord Counsel Email Address(es)	Cure
117	5464	241 W WOOSTER RD BARBERTON, OH	Big Lots Stores- CSR, LLC	LRC Magic Investors Ltd	1585 FREDERICK BLVD, AKRON, OH, 44320-4053	–	\$5,954
118	5466	1063 YADKINVILLE RD MOCKSVILLE, NC	Big Lots Stores, LLC	Eastgate Empire, LLC	7120 CREEK WOOD DR., CHAPEL HILL, NC, 27514	–	\$4,239

EXHIBIT B

Form Assumption & Assignment Agreement

ASSUMPTION AND ASSIGNMENT AGREEMENT

This ASSUMPTION AND ASSIGNMENT AGREEMENT (the “Agreement”), dated as of _____, 2025, is by and between [Applicable Big Lots Entity] (“Assignor”) and **VARIETY STORES, LLC**, an Ohio limited liability company (“Assignee”). For the avoidance of doubt, all provisions of the applicable assigned lease, including any provision limiting future assignment, shall be binding on the applicable Assignee after consummation of the assignment of such lease by the Assignor to the Assignee.

RECITALS

WHEREAS, Assignor, on September 9, 2024, along with its affiliated debtors Great Basin, LLC, Big Lots, Inc., Big Lots Management, LLC, Consolidated Property Holdings, LLC, Broyhill LLC, Big Lots Stores – PNS, LLC, Big Lots Stores, LLC, BLBO Tenant, LLC, Big Lots Stores – CSR, LLC, CSC Distribution LLC, Closeout Distribution, LLC, Durant DC, LLC, AVDC, LLC, GAFDC LLC, PAFDC LLC, WAFDC, LLC, INFDC, LLC, Big Lots eCommerce LLC, Big Lots F&S, LLC (collectively, the “Debtors”) has filed a voluntary petition for relief pursuant to chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (as amended, the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) in the jointly administered chapter 11 cases captioned *In re Big Lots, Inc.*, Case No. 24-11967 (JKS) (the “Chapter 11 Cases”);

WHEREAS, Gordon Brothers Retail Partners, LLC (“Gordon Brothers”) is conducting “store closing” or other liquidation sales at certain of Assignor’s retail stores and distribution centers (each, a “GOB Sale”) and the assignment of leases for such stores are intended to occur after the conclusion of the GOB Sale at such stores (the “Vacate Date”);

WHEREAS, Assignor has agreed to assign and Assignee has agreed to assume the unexpired lease(s) listed on Schedule A attached hereto (referred to as the “Lease(s)”) with respect to the premises set forth on Schedule A (the “Premises”), pursuant to the terms and conditions of the *Order (I) Approving Sale of Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (II) Authorizing the Debtors to Enter into and Perform Under the GBRP APA, (III) Authorizing Assumption and Assignment of Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief* [D.I. 1556] (the “Sale Order”); and

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties (“Parties”) hereto agree as follows:

AGREEMENT

1. Assumption and Assignment. Effective as of the later of (the “Closing Date”) (i) the date the Bankruptcy Court enters an order of record pursuant to 11 U.S.C. 363(b) and 365 approving the assumption and assignment contemplated by this Agreement and (ii) the day after the Vacate Date at the applicable Premises, and upon payment of the Purchase Price as set forth below:

(a) Assignor hereby sells, transfers, conveys, assigns and sets over to Assignee, its successors and assigns, all of Assignor’s right, title, and interest in and to the Lease(s).

(b) Assignee hereby assumes and undertakes as of the Closing Date to pay, perform, and discharge all of Assignor’s obligations and duties with respect to the Lease(s).

2. Payment of Purchase Price. Assignee shall, on or before five (5) business days following the Closing Date, deliver the purchase price for the Lease(s) in the amount of \$_____ (the “Purchase Price”) in immediately available funds wired to the account specified by Assignor. Together with the

Purchase Price, Assignee shall also pay to Assignor the sum of TBD and NO/100 Dollars (\$.00) representing rent and other charges paid by Assignor under the Lease(s) for the month in which the Closing Date occurs. The Parties acknowledge that if the assumption and assignment of the Lease(s) does not occur before thirty (30) days following the Closing Date, the Lease(s) may thereafter be rejected in the Bankruptcy Court proceedings referenced above.

3. Assumption of Liabilities. In addition to assuming all remaining obligations that exist with respect to the Lease(s) as of the Closing Date, including, but not limited to, accrued but unbilled adjustments for common area maintenance ("CAM"), real estate taxes, and insurance (if any), Assignee also agrees to assume and cure all outstanding liabilities with respect to the Lease(s) as listed on **Schedule B.**

4. No Further Liability of Assignor. From and after the Closing Date, Assignor shall have no further obligations and duties with respect to the Lease(s).

5. Further Assurances. At any time and from time to time after the date hereof, at the request of Assignee, and without further consideration, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment, and confirmation or consents and take such other action as Assignee may reasonably request as necessary or desirable in order to more effectively transfer, convey, and assign to Assignee Assignor's rights to the Lease(s).

6. "As Is Where Is" Transaction. Except as expressly provided in this Agreement, Assignee hereby acknowledges and agrees that Assignor makes no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Lease(s). Without limiting the foregoing, Assignor hereby disclaims any warranty (express or implied) of merchantability or fitness for any premises subject to the Lease(s). Assignee further acknowledges that the Assignee has conducted an independent inspection and investigation of the physical condition of the premises subject to the Lease(s) and all such other matters relating to or affecting the Lease(s) as Assignee deemed necessary or appropriate and that in proceeding with its acquisition of the Lease(s), Assignee is doing so based upon such independent inspections and investigations. Accordingly, Assignee will accept the Lease(s) "AS IS" and "WHERE IS."

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of law.

8. Jurisdiction. The Parties consent to the exclusive jurisdiction of the United States Bankruptcy Court for the District of Delaware with respect to all matters arising under or relating to this Agreement, including the entry of final orders and judgment. The Parties hereby irrevocably waive any objection on the grounds of venue, forum non conveniens, lack of Constitutional authority, or any similar grounds and irrevocably consent to service of process by first class U.S. mail or in any other manner permitted by applicable law. The Parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement.

9. No Reliance. Each Party represents and warrants that in entering into this Agreement it is relying on its own judgment, belief and knowledge and, as applicable, on that of any attorney it has retained to represent it in this matter. In entering into this Agreement, no Party is relying on any representation or statement made by any other Party or any person representing such other Party.

10. Construction. This Agreement has been drafted through a cooperative effort of both Parties, and neither Party shall be considered the drafter of this Agreement so as to give rise to any presumption of convention regarding construction of this document. All terms of this Agreement were negotiated in good faith and at arm's-length, and this Agreement was prepared and executed without fraud,

duress, undue influence, or coercion of any kind exerted by any of the Parties upon the other. The execution and delivery of this Agreement is the free and voluntary act of the Parties.

11. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All signatures of the Parties to this Agreement may be transmitted by facsimile or by electronic mail, and such transmission will, for all purposes, be deemed to be the original signature of such Party whose signature it reproduces, and will be binding upon such Party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ASSIGNOR: [Applicable Big Lots Entity]

By _____

Name _____

Its _____

ASSIGNEE:

Variety Stores, LLC

a North Carolina limited liability company

By _____

Name _____

Its _____

Schedule A

Lease(s)

Store #	Address	City	State

Schedule B

[If No Amendment to Lease(s) and Landlord Consent Required Add]
LANDLORD'S CONSENT TO
ASSUMPTION AND ASSIGNMENT AGREEMENT

Landlord joins in the execution of this Agreement for the purpose of consenting to this Agreement and the assignment of Assignor's rights under the Lease(s) as set forth herein.

LANDLORD:

By: _____
Name: _____
Title: _____
Date: _____